

SECTION B – SUPPLIES/SERVICES AND PRICES

B.1 Contract Type

The contract type is Time and Materials.

B.2 Period of Performance

The contract is for one (1) twelve (12) month Base period and one (1) six (6) month Option period.

B.3 Supplies and/or Services

The contractor shall furnish and make available all professional, technical, administrative and management services, as well as supplies, materials, contractor data, and facilities needed to accomplish the tasks of the TSP Benchmarking Services solicitation.

B.4 Cost/Price Schedule

Offerors shall provide cost/pricing information on the Cost/Pricing Schedule for the following Contract Line Item Numbers (CLIN). (*See Attachment 01.*)

B.4.1 Base Period. Period of Performance is twelve (12) months from date of award.

Table B-01.1		Base Period Cost/Price By Contract Line Number		
CLIN	Labor Categories	Estimated Hours	Labor Rate/ Hours	Estimated Price - NTE
0001	H.8.1.1 Sr. Managing Consultant	272		
	H.8.1.2 Managing Consultant	2,856		
	H.8.1.3 Sr. Subject Matter Expert	11,420		
	H.8.1.4 Jr. Subject Matter Expert	5,452		
Subtotals - CLIN 0001 above		20,000		
Note: The hours above are for pricing purposes and can be adjusted through contract performance, but cannot exceed contract ceiling or NTE value.				
CLIN	ODC Supplies/Services	Unit	Estimated Costs	
0002	Material Costs	CR	\$ 5,000	
0003	Travel Costs - Including Per Diem & Local Transportation	CR	\$ 12,000	
Subtotals - CLINs 0002 and 0003				
TOTAL COST/PRICE FOR BASE PERIOD				
TOTAL - Estimated Value for CLINs 0001 - 0003				

B.4.2 Option Period One (1). Period of Performance is not-to-exceed six (6) months.

Table B-01.2		Option Period One (1) Cost/Price By Contract Line Number		
CLIN	Labor Categories	Estimated Hours	Labor Rate/Hour	Estimated Price - NTE
1001	H.8.1.1 Senior Managing Consultant	68		
	H.8.1.2 Managing Consultant	714		
	H.8.1.3 Senior Subject matter Expert	2,855		
	H.8.1.4 Junior Subject Matter Expert	1,353		
Subtotal - CLIN 1001 above		5,000		
Note: The hours above are for pricing purposes and can be adjusted through contract performance, but cannot exceed contract ceiling or NTE value.				
CLIN	Supplies/Services		Unit	Estimated Costs
1002	Material Costs		CR	\$ 1,000
1003	Travel Costs - Including Per Diem & Local Transportation		CR	\$ 3,000
Subtotal - CLINs 1002 and 1003				
TOTAL COST/PRICE FOR OPTION PERIOD 1				
TOTAL - Estimated Value for CLINs 1001 - 1003				

B.4.3 Total Proposal Cost/Price

Table B-01.3	Total Proposal Price By Period of Performance
Period of Performance	Totals
Base Period	
Option Period	
TOTAL PROPOSED PRICE	

(End of Section B)

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

C.1 Introduction

The purpose of TSP Benchmarking Services is to acquire a broad range of expertise from a provider with extensive experience in both measuring performance and benchmarking defined contribution (DC) plans. The Contractor shall conduct an independent review to: (a) assess the TSP's Plan design, (b) conduct a performance measure assessment and recommend improvements to key operational processes, (c) conduct a comparison of the TSP to other large defined contribution plans, and (d) assist the Agency in establishing an on-going strategic performance management and benchmarking program.

C.2 Background

As a non-appropriated fund agency, the FRTIB is not bound by all of the requirements of the Federal Acquisition Regulation (FAR) but the FAR informs the Agency's procurement activities.

The Agency is establishing a benchmarking program to continually collect, monitor, and measure data from which it can interpret and present relevant and reliable information on the strategic performance of all key operational processes and to predict the impact of future actions and initiatives. The data input for this information is associated with the key operational processes performed in support of the Agency's fiduciary responsibility to administer the TSP.

The Agency is in a growth phase, adding business processes, administrative support functions, strategic planning and budgeting, and risk management and governance procedures, among others that may affect key operational processes. At present the framework and methodologies for formal metrics and measures are limited, as is the ability to identify comparable key operational processes and to statistically identify, trend and forecast the quality, service, and cost impacts of changes to key operational processes. Correspondingly, the framework is not fully in place to consistently track and report such information in an agile and meaningful manner. The proposed benchmarking effort will provide for such services and will assist in the transition to an improved framework and sound methodologies for measuring the success of the TSP.

The TSP system uses SunGard's Omni Plus commercial off-the-shelf application (COTS) as its core processing software, as do many other defined contribution plans. Other COTS and custom applications are integrated with Omni Plus. System processing is mature with a fairly high number of changes made to the business software each year. *See Attachment 02, Agency and TSP Environment Synopsis, for summary level information about the current management, environment, functions and processes.*

C. 3 Scope and Tasks

C.3.1 Scope

All operational processes performed by the Agency and its contractors in direct support of the TSP must be reviewed to identify those that are key and to determine appropriate measures, baselines, and benchmarks. Offerors shall propose changes to this list based on their knowledge of defined contribution plans. The final list will be determined after contract award. Note that this benchmarking effort is limited to the key operational processes - as well as other operational processes when appropriate - and applicable procedures associated with administering the TSP. The scope does not extend to benchmarking participant behavior or Agency administrative processes.

The performance and benchmarking information from the benchmarking effort will be used internally throughout the Agency and may be shared with Federal agencies, uniformed services, auditors, TSP Board Members, and other entities that oversee, govern, regulate and inform the TSP. The information must be structured so that it clearly defines the data for consistent use and so that improvements and re-engineering efforts can be identified for key operational process gaps, as well as overall Plan design.

C.3.2 Tasks

The tasks of the TSP Benchmarking Services are described below. The Contractor shall perform the work critical to amassing the data and all steps necessary to position the Agency to continue monitoring and maintaining currency of the baseline data. Where feasible, both a useful period of historical data and current data should be included.

The following tables list all deliverables and estimated due dates. Actual dates will be confirmed when developing the project plan and schedule.

Table C-01	General Deliverables	
Documents		Estimated Due Dates (Calendar Days)
Project Kickoff Presentation Materials to describe the Contractor's general approach for the project, including Agency staff interview plans, general schedule, estimated timeframes, data gathering (e.g., interview) guides, and similar information useful in orienting agency executives, managers, and the TSP Benchmarking Team		14 days after award
Project Plan and Schedule		<u>Draft</u> - 14 days after award <u>Final</u> – 30 days after award

Documentation of meetings with Agency staff and its external partners describing the TSP-specific information gained relevant to the TSP Benchmarking project	7 days after event
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C.3.2.1 Task 1: Increased transparency into operational performance using appropriate performance metrics

The goal of this task is to improve the Agency's ability to identify and assess key operational processes associated with the TSP. This includes providing full documentation of those processes and establishing performance standards and metrics, and may include other processes and procedures, as requested. It also includes applying those metrics to measure, assess and baseline current performance, which will serve as the basis for future monitoring and trending of the performance information, as well as for supporting process re-engineering decisions. The result should support consistently measuring and reporting performance and determining the impact of changes or new initiatives on the quality of service to participants and beneficiaries. Deliverables associated with this task are:

Table C-01.1	Task 1 Deliverables
Document	Estimated Due Dates (Calendar Days)
Data gathering plan/approach	<u>Draft</u> – 30 days after award <u>Final</u> – 60 days after award
Documentation associated with the identification, definition, and measurement of applicable TSP key operational processes (and other processes and procedures, as requested), to include the identification processes and metrics used, the key operational processes and their impact on the TSP, and similar information deemed relevant to the project and the Agency's on-going benchmarking program	150 days after award

C.3.2.2 Task 2: Increased transparency into costs associated with operational performance

The goal of this task is to improve the Agency's ability to measure and understand the costs associated with the key operational processes of the TSP based on the current Plan design. This includes identifying cost drivers associated with each key operational process; providing full documentation of costs; and establishing cost, quality, and benefit standards and metrics. The result of this task, along with the results from the first task should support the Agency in consistently monitoring, trending and reporting key operational costs

and recognizing the impact of changes or new initiatives on cost and performance.

Table C-01.2	Task 2 Deliverables	
Document		Estimated Due Dates (Calendar Days)
Cost data gathering plan/approach		<u>Draft</u> - 90 days after award <u>Final</u> - 120 days after award
Costs/benefits analysis associated with processes identified in Task 1 and applicable standards and metrics		180 days after award

C.3.2.3 Task 3: Increased understanding of how current plan design, service levels, and costs compare with other large defined contribution plans

The goal of this task is to use the information from Tasks 1 and 2 (and other information deemed relevant) to benchmark the TSP against comparable defined contribution plans. The result shall provide in meaningful terms how the TSP compares with identified plans in terms of plan design, performance, performance-related costs and quality of service, and shall identify areas for improvement.

Table C-01.3	Task 3 Deliverables	
Document		Estimated Due Dates (Calendar Days)
Plan, approach and rationale for the identification of comparable DC Plans and how data will be obtained and analyzed		<u>Draft</u> – 150 days after award <u>Final</u> – 180 days after award
Documentation of benchmarked raw data (e.g., all sources used and TSP field names) and a detailed description of the results of the data comparison analysis, including gap analysis and identification of areas for improvement or re-engineering		270 days after award

C.3.2.4 Task 4: Establishment of proven methodologies that provide a framework to continually assess and improve performance monitoring

The goal of this task is to recommend and assist in establishing the framework and methodologies (defined in Tasks 1-3) for best practices, and other applicable information for the Agency to use in implementing and managing an on-going

performance measurement program and maintaining the currency of the benchmarking information. Additionally, the Contractor shall recommend appropriate intervention points where costs and benefits have changed and should be reviewed for continuation or modification. Offerors shall recommend in a transition plan that addresses relevant information concerning staff, skills, change management, and other information critical to success. Offerors shall address how they will assist the Agency in its transition to the newly-established strategic performance and benchmarking program, using the recommended methodologies and information provided as part of the benchmarking contract.

Table C-01.4	Task 4 Deliverables
Document	Estimated Due Dates (Calendar Days)
Plan/approach for identifying the appropriate methodologies for maintaining and managing the Agency's on-going strategic performance and benchmarking program, including a transition plan and metrics to measure transition, skills analysis and similar information	<u>Draft</u> - 270 days after award <u>Final</u> – 300 days after award
Summary of transition performance based on metrics and additional recommendations for maintaining and managing the on-going strategic performance and benchmarking program based on transition observations	360 days after award

(End of Section C)

SECTION D - PACKAGING AND MARKING

D.1 Packaging, Handling, and Transportation

D.1.1 The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer (CO), provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

D.1.2 The Contractor must place the requirements of this clause in all subcontracts, if applicable.

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

- E.1.1 The basis for acceptance shall be in compliance with the requirements set forth in this contract. The Federal Retirement Thrift Investment Board (FRTIB or Agency) Contracting Officer Representative (COR) will have the right to reject or require correction of any deficiencies found in deliverables. In the event of rejection of any deliverable, the Contractor will be notified in writing by the COR of the specific reasons the deliverable was rejected. If no comments from the COR are provided within 10 business days of receipt, the deliverable will be deemed to have been accepted by the Agency.
- E.1.2 The Agency reserves the right to visit the contractor's facilities to inspect the operations as they relate to the performance of this contract (as applicable). The contractor will receive notification at least 15 calendar days prior to a request to visit the contractor's facilities.

(End of Section E)

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Period of Performance

The period of performance is a twelve (12) month base period and one six (6) month option period from date of award (DOA).

F.2 Place of Performance

- F.2.1 Work associated with this contract will be performed primarily at the Contractor's facility. Visits to the Agency's office location in Washington D.C., and its alternate work site in Fair Oaks, Virginia, will be required when deemed by the Agency as being in the best interest of the project. For the most part, the Agency anticipates that interaction with its external partners outside the Washington, DC area can be accomplished electronically. However, travel may be beneficial to some of the Agency's external contractual partners' locations. External partners who work directly with TSP operational processes are located in Northern Virginia, Southwestern Virginia, Western Maryland, and Birmingham, Alabama.
- F.2.2 The Contractor's primary facility shall be located in the United States of America (USA). All processing of data must remain within USA facilities and networks.

F.3 Deliverables

Table F-01	List of Deliverables	
Reference	Document	Estimated Due Dates (Calendar Days)
C.3.2	Project Kickoff Presentation Materials to describe the Contractor's general approach for the project, including Agency staff interview plans, general schedule, estimated timeframes, data gathering (e.g., interview) guides, and similar information useful in orienting agency executives, managers, and the TSP Benchmarking Team	Project Kickoff Presentation Materials to describe the Contractor's general approach for the project, including Agency staff interview plans, general schedule, estimated timeframes, data gathering (e.g., interview) guides, and similar information useful in orienting agency executives, managers, and the TSP Benchmarking Team
	Project Plan and Schedule	Project Plan and Schedule

	Documentation of meetings with Agency staff and its external partners describing the TSP-specific information gained relevant to the TSP Benchmarking project	Documentation of meetings with Agency staff and its external partners describing the TSP-specific information gained relevant to the TSP Benchmarking project
C.3.2.1	Task 1 - Data gathering plan/approach	<u>Draft</u> – 30 days after award <u>Final</u> – 60 days after award
	Task 1 - Documentation associated with the identification, definition, and measurement of applicable TSP key operational processes (and other processes and procedures, as requested), to include the identification processes and metrics used, the key operational processes and their impact on the TSP, and similar information deemed relevant to the project and the Agency's on-going benchmarking program	150 days after award
C.3.2.2	Task 2 - Cost data gathering plan/approach	<u>Draft</u> - 90 days after award <u>Final</u> - 120 days after award
	Task 2 - Costs/benefits analysis associated with processes identified in Task 1 and applicable standards and metrics	180 days after award
C.3.2.3	Task 3 - Plan, approach and rationale for the identification of comparable DC Plans and how data will be obtained and analyzed	<u>Draft</u> - 150 days after award <u>Final</u> - 180 days after award
	Task 3 - Documentation of benchmarked raw data (e.g., all sources used and TSP field names) and a detailed description of the results of the data comparison analysis, including gap analysis and identification of areas for improvement or re-engineering	270 days after award
C.3.2.4	Task 4 - Plan/approach for identifying the appropriate methodologies for maintaining and managing the Agency's on-going strategic performance and benchmarking program, including a transition plan and metrics to measure transition, skills analysis and similar information	<u>Draft</u> - 270 days after award <u>Final</u> - 300 days after award

	Task 4 - Summary of transition performance based on metrics and additional recommendations for maintaining and managing the on-going strategic performance and benchmarking program based on transition observations	360 days after award
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F.4 Deliverable Management

- F.4.1 Right to Surveil. The Agency reserves the right to surveil all services and requirements called for in the contract to determine whether the Contractor is meeting performance requirements.
- F.4.2 Offerors shall recommend the most effective approach for documenting and maintaining the deliverables associated with the Benchmarking Services solicitation (i.e., schedule, contents). All deliverables are subject to review and acceptance of the Agency.
- F.4.3 The Contractor shall submit an electronic copy and 1 hard copy for each Deliverable. Deliverable due dates shall be captured in the project schedule. If a due date falls on a weekend or holiday, the Contractor shall submit the deliverable on the last day prior to the due date, unless otherwise agreed to by the Agency. The Contractor shall make a reasonable attempt to contact the COR to discuss the deliverables.
- F.4.4 Deliverables shall be submitted to the COR using the required versions and types of software that are compatible with the FRTIB software.
- F.4.5 On receipt of a deliverable the Agency has 10 business days beginning the first business day after receipt of the document to inform the Contractor of rejection or request for rework. Unless otherwise provided, if the COR has not notified the Contractor within the defined 10 business days, the Contractor may assume that the deliverable is acceptable. Documents not approved by the Agency must be resubmitted with changes within 10 business days and the Agency will have another 10-business review period. This process will continue until the document is accepted by the Agency.
- F.4.6 Delay of Deliverables. In events such as an Agency shutdown due to severe weather, security issues, or unforeseen circumstances, the Contractor is expected to complete and send deliverables on time. If the Contractor believes there is an Agency caused potential or actual delay in completing the tasks and deliverables stated herein, the CO and COR are to be notified immediately verbally and in writing (via e-mail). All delays that the Contractor believes are caused by the Agency shall be sufficiently documented so as to provide adequate proof of the cause of delay (e.g., dates, subjects).

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Points of Contact and Authority

G.1.1 Contracting Officer. Responsibility for contracting activities rests solely with the Agency's Contracting Officer (CO). The CO is responsible for directing any changes in the terms, conditions, or amounts cited in the contract. No conversation, recommendations, or direction, whether given directly by, or implied by Agency personnel, that will affect the scope, schedule, or price of this contract, shall be acted upon by the Contractor unless specifically approved by the Agency's CO. In the event that the Contractor implements changes to the contract at the direction of any person other than the CO, the Contractor will not receive reimbursement for work performed pursuant to those unauthorized changes. Contractual interpretation and assistance may be obtained by contacting the primary and alternate CO.

G.1.2 Contracting Officer's Representative (COR). The Contracting Officer shall designate a COR, who is responsible for administering the performance of work under this contract by (1) monitoring the Contractor's progress, (2) assessing performance, (3) recommending to the Contracting Officer changes in requirements, (4) interpreting the scope of work (5) performing inspections and acceptances of CDRL's required by this contract, and, (6) assisting the Contractor in the resolution of technical problems encountered during the performance of the contract.

G.2 Financial Management

G.2.1 Invoicing. Invoicing and payment for services rendered through this contract shall be submitted monthly by the fifth business day of the following month to invoice@tsp.gov.

G.2.1.1 For billing purposes, the invoice shall contain the following:

- a) Contract Number
- b) CLIN Purchase/Task Number
- c) A unique identifying Contractor invoice number
- d) Contractor Bank Account Number
- e) Contractor Bank Routing Number
- f) Contractor EIN
- g) Contractor DUNS number
- h) The period of covered service
- i) The type of work performed

G.3 Standard Requirements

G.3.1 Work Day. The Agency's normal duty hour range is Monday through Friday, 7:00 AM – 6:00 PM, Eastern Time.

G.3.2 Legal Holidays. The following Federal holidays are observed by the Agency:

Table G-01	Legal Holidays
Holiday	Date
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4, as observed
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11, as observed
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Inauguration Day - National Capital Region only	January 20, as observed

G.4 Travel

G.4.1 Travel shall be pre-approved by the COR by submitting travel plans with names, dates, locations, and estimated expenses at least two weeks before the planned travel, unless otherwise approved by the COR. Reimbursement is subject to the following:

G.4.1.1 Reimbursement for costs incurred during official travel under this contract is limited to the per diem allowance prescribed by the Federal per diem schedule at <http://www.gsa.gov/perdiem>

G.4.1.2 Expenses incurred while on official travel using a personal automobile are reimbursed as prescribed at <http://www.gsa.gov/mileage>.

G.4.1.3 Reimbursement of air and train travel is limited to the most economical rate and reasonably traveled route

G.4.1.4 A Contractor employee must be able to provide receipts for associated travel expenses being reimbursed by the Agency.

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Order of Precedence

The order of precedence for interpretation of the terms, conditions and requirements of this contract shall be as follows:

- Section A of the contract
- Sections B, C, E, F, G, and H of the contract
- Section I of the contract
- Contractor's proposal – including Performance Work Statement, as clarified and amended

H.2 CONFLICTS OF INTEREST

H.2.1 General

Subpart 9.5 of the Federal Acquisition Regulation (48 C.F.R. 9.5), prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

H.2.2 Purpose

The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest which might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation, as Offeror or representative of an Offeror, in a procurement in which it has provided assistance in the preparation of the Agency's requirements and specifications; a Contractor providing advice and/or assistance to the Agency for a procurement in which the Contractor or an entity that the Contractor represents is an actual or potential Offeror; and a Contractor's participation, as Offeror or representative of an Offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing Offerors as a result of the Contractor's work on prior contracts.

H.2.3 Definition

For purposes of this clause, the term "Contractor" means: The Contractor; any of the Contractor's parent companies, affiliates or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.

H.2.4 Restrictions

The Contractor agrees:

- (a) They shall remain ineligible to participate in any capacity (including participating as a prime Contractor, subcontractor, or as the representative of another party) in

contracts, subcontracts, or quotes (whether solicited or unsolicited) that directly relate to the Contractor's performance of work under this Contract.

- (b) Prior to beginning work, to execute Confidentiality Agreements, Statements of Non-Disclosure or other documents which the CO believes are needed to protect the proprietary nature or confidentiality of information provided by the Agency or otherwise received by the Contractor in connection with work under this Contract. *(See Attachment 03 for FRTIB's Non-Disclosure Agreement.)*
- (c) Not to accept any compensation or any other form of payment from any source other than the Agency for services rendered under this Contract.
- (d) To immediately notify the CO of any offer of compensation, other form of payment, or thing of value made by any source other than the Agency to the Contractor related to services rendered under this Contract.
- (e) Prior to performing work, immediately notify the CO of any potential conflict of interest which would prevent or limit the Contractor's ability to perform the work requested.
- (f) To immediately notify the CO of any conflict of interest discovered during performance of work; provided that the CO will have the right to impose such restrictions as he/she deems appropriate on Contractor's performance, based on the existence of such a conflict or, if the CO determines that such restrictions would not adequately address the conflict of interest at issue, to terminate this contract at no cost to the Agency.
- (g) In the event, that the Contractor withholds information regarding the existence of a conflict of interest from the Agency; the CO may terminate this contract at no cost to the Agency.
- (h) To include this Conflict of Interest clause, including this subparagraph, in all subcontracts at all tiers (appropriately modified to preserve the Agency's rights hereunder) which involve the performance of work by subcontractors (if any) in support of this contract.
- (i) In addition to the remedies stated above, that the Agency may terminate this contract for cause in the event of the Contractor's breach of any of the above restrictions.

H.3 Compliance with Regulations

The Contractor shall comply with all statutes, regulations, directives, instructions, and references applicable to this acquisition as required by the Federal Government and the FRTIB, including, without limitation, those specified or referred to in this contract. If and when the Contractor is working on-site, the Contractor and its employees shall become acquainted with and shall comply with the rules and regulations of the FRTIB's facilities, including, but not limited to security, controlled access, personnel clearances, and conduct with respect to health and safety at the site.

H.4 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (6 JUNE 2012)

(1) **Definitions** As used in this clause— (a) “Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

(b) “Full cooperation”— (1) Means disclosure to the Agency of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Federal Retirement Thrift Investment Board (or Agency) auditors’ and investigators’ request for documents and access to employees with information; (2) Does not foreclose any Contractor rights arising in law, the FAR as applicable, or the terms of the contract. It does not require— (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from— (i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(c) “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

(d) “Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

(e) “Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

(f) “United States,” means the 50 States, the District of Columbia, and outlying areas.

(2) Code of business ethics and conduct (a) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall— (1) Have a written code of business ethics and conduct; and

(2) Make a copy of the code available to each employee engaged in performance of the contract.

(b) The Contractor shall— (1) Exercise due diligence to prevent and detect criminal conduct; and

(2) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(c) The Contractor shall timely disclose, in writing, to the FRTIB Chief Risk Officer, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract there under, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed— (1) A violation of Federal

criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(2) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(d) The Agency, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Agency to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Agency may transfer documents provided by the Contractor to any department or Agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(e) If the violation relates to an order against a Government-wide acquisition contract, a multi-Agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the FRTIB Chief Risk Officer.

(3) Business ethics awareness and compliance program and internal control system (a) This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period: (b) An ongoing business ethics awareness and compliance program (1) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(2) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(c) An internal control system (1) The Contractor's internal control system shall—

(i) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Agency contracts; and

(ii) Ensure corrective measures are promptly instituted and carried out.

(2) At a minimum, the Contractor's internal control system shall provide for the following: (i) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(ii) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(iii) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Agency contracting, including— (a)

Monitoring and auditing to detect criminal conduct;

- (b) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- (c) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
- (3) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (4) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (5) Timely disclosure, in writing, to the FRTIB Chief Risk Officer, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Agency contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31U.S.C. 3729-3733).
 - (i) If a violation relates to more than one Agency contract, the Contractor may make the disclosure to the FRTIB Chief Risk Officer and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
 - (ii) If the violation relates to an order against a Government-wide acquisition contract, a multi-Agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the FRTIB Chief Risk Officer and the respective agencies' Contracting Officers.
 - (iii) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
 - (iv) The Agency will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
 - (v) Full cooperation with any agencies responsible for audits, investigations, or corrective actions.
- (4) Subcontracts
 - (a) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$1,000,000 and a performance period of more than 120 days.
 - (b) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the FRTIB Chief Risk Officer, with a copy to the Contracting Officer.

H.5 INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY REQUIREMENTS FOR IT CONTRACTS

H.5.1 General

- (a) For the purpose of this clause, "Contractor" shall include all Prime and Subcontractor organizations and their personnel
- (b) All Contractors shall be subject to the same Federal laws (including the Privacy Act of 1974 and FISMA), regulations, standards and FRTIB policies as FRTIB, and FRTIB personnel regarding information and information system security. Contractors must follow policies and procedures outlined in FRTIB Directive 61 "Enterprise Information Security Program and Policy Authorization," its policies, and its handbooks to ensure appropriate security controls are in place.
- (c) These security requirements shall apply to all FRTIB, TSP, and Contractor systems used to access FRTIB or TSP systems or to take custody of FRTIB or TSP data.

H.5.2 Access to Agency Information and Information Systems

- (a) Contractors shall request logical (technical) and/or physical access to FRTIB information and FRTIB information systems for employees only to the extent necessary: (1) to perform the services specified in the contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract, and (3) for individuals who first satisfy the same conditions, requirements and restrictions that comparable FRTIB employees must meet in order to have access to the same type of FRTIB information.
- (b) The following are FRTIB's approved policy exceptions for meeting FRTIB's background screenings/investigative requirements for certain types of Contractors:
 - (1) Contract personnel not accessing FRTIB information resources such as personnel hired to maintain the facility grounds, construction contracts, utility system Contractors, etc.,
 - (2) Contract personnel with limited and intermittent access to equipment connected to facility networks on which no FRTIB sensitive information is available, such as Contractors who install, maintain, and repair building equipment such as fire alarm; heating, ventilation, and air conditioning equipment; elevator control systems, etc. If equipment to be repaired is located within sensitive areas (e.g. computer room/communications closets) they must be escorted while on site.

H.5.3 Information Custodial Requirements

- (a) Information made available to the Contractor by FRTIB for the performance or administration of this contract or information developed by the Contractor in

performance or administration of the contract is FRTIB property and shall be used only for those authorized purposes and shall not be used in any other way without the prior written agreement of the Contracting Officer. This clause expressly limits the Contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1).

- (b) FRTIB information will not be co-mingled with any other data on the Contractors/subcontractors information systems/media storage systems in order to ensure FRTIB requirements related to data protection and media sanitization can be met. FRTIB also reserves the right to conduct IT resource inspections to ensure data separation and on-site inspection of information destruction/media sanitization procedures to ensure they are in compliance with FRTIB policy requirements.
- (c) Prior to termination or completion of this contract, Contractor will not destroy information received from FRTIB or gathered or created by the Contractor in the course of performing this contract without prior written approval by the FRTIB Contracting Officer. Any data destruction done on behalf of FRTIB by a Contractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in FRTIB Directive 28A, Records Management Directive, and the Agency's Media Protection Policy.
- (d) The Contractor will receive, gather, store, back up, maintain, use, disclose and dispose of FRTIB information only in compliance with the terms of the contract and applicable Federal and FRTIB information confidentiality and security laws, regulations and policies. Applicable Federal information security regulations include Federal Information Processing Standards (FIPS) and Special Publications (SP) issued by the National Institute of Standards and Technology (NIST). If Federal or FRTIB information confidentiality and security laws, regulations and policies become applicable to the FRTIB information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies, including FIPS or SP, in this contract.
- (e) Contractors collecting, storing, or disseminating Personal Identifiable Information (PII) data must conform to all pertinent regulations, laws, and FRTIB directives related to privacy. Pursuant to its requirements under the Privacy Act and its EISRM directives, the Agency will be conducting privacy reviews and assessments on any internal or external system which has FRTIB or TSP data. To that end, the Agency may require 1) access to any non-FRTIB owned system with FRTIB or TSP data, 2) documentation relating to non-FRTIB owned systems, and 3) the ability to perform automated assessments of non-FRTIB owned systems.
- (f) The Contractor shall not make copies of FRTIB information except as necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor electronic storage media for restoration. In case any electronic equipment or data used by the Contractor needs to be restored to an operating state.

- (g) If FRTIB determines that the Contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for FRTIB to terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- (h) Contractor will store, transport or transmit FRTIB sensitive information in an encrypted form, using a FRTIB-approved encryption application that meets the requirements of NIST's FIPS 140-2 standard.
- (i) Except for uses and disclosures of FRTIB information authorized by this contract for performance of the contract, the Contractor may use and disclose FRTIB information only in two other situations: (i) after notifying the FRTIB, in response to a qualifying order of a court of competent jurisdiction, or (ii) with FRTIB's prior written approval. The Contractor will refer all requests for, demands for production of, or inquiries about, FRTIB information and information systems to the FRTIB Contracting Officer for response.
- (j) Notwithstanding the provision above, the Contractor shall not release PII records protected by the Privacy Act under any circumstances, including in response to a court order, and shall immediately refer such court orders or other inquiries to the FRTIB Contracting Officer for response.
- (k) The Contractor will not use technologies banned in FRTIB in meeting the requirements of the contract. See Attachment J.8.22, FRTIB Banned Technologies.

H.5.4 Security Incident Investigation

- (a) The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to FRTIB assets, or sensitive information, or an action that breaches FRTIB security procedures. Even if outside regular business hours, the Contractor shall immediately (within one (1) hour of first becoming aware) notify the Contracting Officer Representative (COR) and simultaneously, the designated Information System Security Officer (ISSO) for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor has access.
- (b) To the extent known by the Contractor, the Contractor's notice to FRTIB will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the FRTIB information/assets were placed at risk or compromised), and any other information that the Contractor considers relevant.
- (c) The Contractor will simultaneously report the incident to the appropriate law enforcement entity(ies) of jurisdiction in instances of theft or break-in or other criminal activity. The Contractor, its employees, and its subcontractors and their employees will cooperate with FRTIB and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor will cooperate with FRTIB in any civil litigation to recover FRTIB information, obtain monetary or other compensation from a third party for damages arising from any incident,

or obtain injunctive relief against any third party arising from, or related to the incident.

- (d) The FRTIB shall have the right to participate in any investigation relating to a suspected or actual breach and, pursuant to such an investigation, shall have access to any and all related data including but not limited to affected files, systems, briefings, devices (including hard drives), and interim as well as final reports and analyses.
- (e) To the extent practicable, the Contractor shall mitigate any harmful effects on individuals whose FRTIB information was accessed or disclosed in a security incident. In the event of a data breach with respect to any FRTIB Sensitive Information processed or maintained by the Contractor or subcontractor under the contract, the Contractor is responsible for consequential damages to be paid to FRTIB.
- (f) Contractor shall bear the losses and expenses (including attorneys' fees) associated with a data breach, including, without limitation, any costs (1) of providing notices of a data breach to affected individuals and to applicable regulatory bodies and (2) of remedying and otherwise mitigating any potential damage or harm of the incident, including, without limitation, establishing call centers, providing credit monitoring, or credit restoration services.

H.5.5 Security Controls Compliance Testing

- (a) On a periodic basis, FRTIB reserves the right to evaluate any or all of the security controls and privacy practices implemented by the Contractor under the clauses contained within the contract. With a 10 working-day notice, at the request of the FRTIB, the Contractor shall fully cooperate and assist in an FRTIB-sponsored security controls assessment at each location wherein FRTIB information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of FRTIB. The FRTIB may conduct a security control assessment on shorter notice (to include unannounced assessments) determined by FRTIB in the event of a security incident or at any other time.

H.5.6 Security and Privacy Training

- (a) All Contractor employees and subcontractor employees requiring access to FRTIB information and FRTIB information systems shall complete the following before being granted access to FRTIB networks:
 - (1) Sign and acknowledge understanding of and responsibilities for compliance with the attached Rules of Behavior relating to access to FRTIB information and information systems;
 - (2) Successfully complete FRTIB Cyber Security Awareness training and annual refresher training as required;
 - (3) Successfully complete FRTIB General Privacy training and annual refresher training as required; and

- (4) Successfully complete any additional cyber security or privacy training, as required for FRTIB personnel with equivalent information system access [to be defined by the FRTIB program official and provided to the Contracting Officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]
- (b) The Contractor shall provide to the Contracting Officer a copy of the training certificates or other proof of training for each applicable employee within one week of the initiation of the contract and annually thereafter, as required. It is the Contractor's responsibility to ensure the Agency is notified of new staff members who require training.
- (c) Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

H.5.7 Contractor Requirements, Confidentiality and Non-Disclosure

- (a) Contractor personnel will have access to some privileged and confidential materials of the FRTIB. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of the FRTIB. These materials are protected by the Privacy Act of 1974 (revised by PL 93-5791). Unauthorized disclosure of Privacy Act covered materials is a criminal offense.
- (b) The preliminary and final deliverables and all associated working papers, application source code, and other material which has been generated by the Contractor in the performance of this SOW are the exclusive property of the FRTIB.
- (c) The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this SOW. The Contractor shall release no information. Any request for information relating to this SOW presented to the Contractor shall be submitted to the CO for response.
- (d) The Contractor recognizes that in the performance of this contract the Contractor may receive or have access to sensitive information, including information provided on a proprietary basis by other private or public entities. The Contractor agrees to safeguard these privileges and use the information exclusively in the performance of this contract. The Contractor shall follow all FRTIB rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.
- (e) The Contractor shall maintain physical security in accordance with NIST, and EISRM requirements at all facilities housing the activities under this SOW, including any subcontractor facilities. The Contractor shall ensure that

security procedures are defined and enforced to ensure all personnel who are provided access to sensitive data must comply with published procedures to protect the privacy and confidentiality of such information as required by FRTIB.

H.5.8 Security: Information System Security

- (a) The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with FRTIB standard operating procedures and standard contract language, conditions laws, and regulations. The Contractor's firewall and web server shall meet or exceed the FRTIB minimum requirements for security. All FRTIB data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the FRTIB COR and the Information Security Officer as soon as possible. The Contractor shall follow all applicable FRTIB policies and procedures governing information security, especially those that pertain to certification accreditation.

H.5.9 Personnel Security

- (a) All Contractor staff assigned to work under this Contract must be U.S. citizens or resident aliens with current valid green cards.
- (b) Contractor will not allow any of its employees to access Agency information and systems except to the extent that an employee needs access in order to facilitate work under this contract, and Contractor shall coordinate with Agency to ensure that all such individuals are screened according to the EISRM policies and standards prior to being provided access to Agency information and systems. The level of screening shall be dependent upon a risk designation assigned to this Contract and the individual's responsibilities and access required to perform services. Contractor shall ensure that all individuals on the Contract are re-screened according to the policies and standards in FRTIB's Personal Identity Verification program and EISRM program. Failure to coordinate these rescreening activities could result in individuals being denied access.
- (c) Contractor shall notify the COR and designated Agency security administration function(s) of the termination of any individual assigned to work on this Contract not more than 2 hours after termination. Contractor shall retrieve any and all credentials, property, documentation, etc. from the terminated employee. Contractor shall ensure that at all times it retains complete control of Contractor- and Agency-owned information systems and information.
- (d) Contractor shall notify the COR and designated Agency security administration function(s) of the transfer of any individual permanently assigned to work on this Contract between major Services functions not more than 2 business days after the effective date of the transfer.

- (e) Contractor shall ensure that all individuals assigned to perform Services on this Contract periodically accept and sign Non-Disclosure Agreements, Rules of Behavior, and applicable Ethics Agreements.
- (f) Contractor shall immediately (within 24 hours) revoke all system access rights and restrict security (e.g., access badges) of its personnel who are no longer employed on this contract. Contractor shall document its compliance with this requirement upon Agency request.
- (g) For Agency review, Contractor shall maintain a system of sanctions against individuals who perform Services under this Contract for failure to comply with any Contractor or Agency security requirements.

H.6 LIMITATION OF AGENCY'S OBLIGATION

(a) The Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Agency, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

H.7 Approval of Subcontracts

The Agency reserves the right to approve or disapprove any subcontract and a subcontractor selected. Therefore, the Contractor shall obtain the CO's approval of all subcontractors and provide copies of subcontracts for any work required by this contract when requested by the CO.

H.8 Personnel

H.8.1 Team Composition. The Contractor shall provide skilled personnel required for the effective and efficient performance of this contract. The following descriptions represent the minimum requirements for each labor category. Experience refers to actual directly-related and applicable experience in benchmarking defined contribution plans (e.g., identifying key operational processes and related costs, measuring Plan performance individually and comparing the performance results to comparable DC plans, identifying process re-engineering and recommending improvement, and facilitating the

implementation of an enterprise strategic performance and benchmarking program.

- H.8.1.1 Senior Managing Consultant (Bachelor Degree and minimum 15 years of experience): Overall accountability to ensure the Agency receives the appropriate organization support and project resources (number and skills) to deliver quality results. Provides strategic vision and oversight. Shall be from prime contractor organization.
- H.8.1.2 Managing Consultant (Bachelor degree and minimum 12 years of experience): Primary interface with Agency in managing the project. Provides management and technical review to ensure consistent high quality and timely results, directs critical decision making, and manages project issues to avoid conflicts and delays; shall be from prime contractor organization. The Agency desires a dedicated and committed resource for this function.
- H.8.1.3 Subject Matter Expert - Senior (Bachelor degree and minimum 10 years of experience): Recognized expert in performing benchmarking activities as noted above and throughout this RFP. Gathers and analyzes appropriate data. Based on industry knowledge and experience performs the work required to successfully perform the work to achieve a successful contract. Creates reports and documentation as required by the project. The experience of senior subject matter experts is considered critical to the project. The Agency desires dedicated and committed resources for this function.
- H.8.1.4 Subject Matter Expert – Junior (Bachelor degree completed or in progress and minimum 3 years of experience): Provides subject matter and administrative support to senior subject matter expert(s). May have proficient skills in certain areas that are used on a short-term basis. May also be assigned compilation of data and other input.
- H.8.2 Key Personnel. The Contractor must include in its proposal, by name and capacity, the key personnel to be assigned to perform and carry out all phases of work under this contract. Key personnel are considered essential in representing the organization's minimum required experience criteria, as well as meeting the team member's experience criteria. Additionally, key personnel are those the Contractor will rely on to successfully complete the consultative and expert performance requirements of this contract.

In the event any individual on the list of key personnel is to be removed or diverted from this contract, the Contractor must (1) notify the CO; (2) supply written justification as to why the individual(s) is being removed or diverted; and, (3) provide resume of the proposed substitute or replacement including the education, work experience, etc., of each new person for Agency approval. All notifications and other information must be submitted to the Contracting Officer at least 14 calendar days in advance of the action. The Contractor must not, under

any circumstances, remove or divert key personnel unless prior written authorization has been granted by the CO. The person replacing the key person must have the same or higher qualifications and experience as the person replaced.

H.9 Abbreviations, Acronyms, and Definitions of Agency Words and Terms

H.9.1 Abbreviations and Acronyms

Table H-01	List of Abbreviations and Acronyms
Abbreviation	Full Name
CO	Contracting Officer
COR	Contracting Officer's Representative
CSRS	Civil Service Retirement System
DC Plan	Defined Contribution Plan
ERISA	Employee Retirement Income Security Act
FERS	Federal Employees Retirement System
FERSA	Federal Employees' Retirement System Act
FRTIB	Federal Retirement Thrift Investment Board
OCI	Organizational Conflict of Interest
TSP	Thrift Savings Plan

H.9.2 Definitions

Table H-02	List of Definitions
Term	Definition
Cost Drivers	Costs that have a direct cause and effect relationship to a key operational processes.

Key Operational Processes	Processes associated with administering the TSP that directly impact the effectiveness and efficiencies in administering the TSP, achieving its mission, and meeting its strategic goals.
Pan Design	The features, services, and benefits that make up the TSP Plan or other defined contribution plans.
Service Level Intervention Points	Points at which action is required for performance changes associated with Key Performance Indicators, and their causes and effects as well as interaction with other Key Performance Indicators, in order to sustain or improve performance.
Strategic Performance Management	A business function that defines activities, tasks, and metrics to gauge the overall process effectiveness and efficiency of an organization. In addition, it defines the tools and methodologies to gather, measure and interpret applicable data (e.g., balanced scorecard, activity-based accounting).

H.10 Agency Furnished Information, Equipment, and Property

- H.10.1 The Contractor shall ensure accurate control and accountability of all Agency Furnished Information (AFI) in accordance with the terms and conditions of the contract.
- H.10.2 The Agency will furnish or make available to the Contractor any documentation or materials deemed necessary to accomplish requirements of the contract.
- H.10.3 The Agency will provide the Contractor with AFI, as deemed necessary to accomplish requirements of the contract.
- H.10.4 The FRTIB technical staff will be available to interact with the Contractor as needed on all Government business days with 24-hour notice to the COR or the CO for scheduling purposes. The Agency will provide the Contractor with access to the FRTIB facilities. Contractor personnel shall comply with all FRTIB security requirements at all times in the FRTIB facilities. If Contractor personnel are on-site for interviews and other work related to this contract, the Agency will provide a desk, personal computer, telephone, and access to the internet and Local Area Network as applicable and if required. In the event that the Contractor must supply Contractor personnel with expendable materials such as clerical supplies and materials, these shall be considered a cost of doing business and shall not be billed as a separate material cost.

(End of Section H)

SECTION I – CONTRACT PROVISIONS AND CLAUSES

I.1 The following clauses/provisions are provided in full text:

FAR 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days prior to contract expiration.

I.2 **1FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 calendar days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months.

I.3 **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Procuring Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<https://acquisition.gov/far/index.html>
<https://acquisition.gov/gsam/gsam.html>

Table I-01	Clauses Incorporated By Reference	
Clause	Title	Date
52-202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1994

52.203-6	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JUL 2013
52.216-31	Time & Materials/Labor Hour Proposal Requirements – Commercial Item	FEB 2007
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor	Mar 2012
52.222-26	Equal Opportunity	Mar 2007
52.222-35	Equal Opportunity for Veterans	Sep 2010
52.222-36	Affirmative Action for Workers with Disabilities	Oct 2010
52.222-54	Employment Eligibility Verification	Jul 2012
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.229-3	Federal, State and Local Taxes	APR 2003
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts	AUG 2005
52.232-17	Interest	OCT 2008
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	JULY 2013
52.233-2	Service of Protest	SEP 2006
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.253-1	Computer Generated Forms	JUN 1991

NOTE: The Federal Retirement Thrift Investment Board (FRTIB or Agency) is a Government agency operating on non-appropriated funds whose mission is to act solely in the interest of the Thrift Savings Plan participants and beneficiaries. As a non-appropriated fund agency, it is not bound by the Federal Acquisition Regulation (FAR).

(End of Section I)

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 List of Exhibits/Tables

Table J-01	List of Tables	
Table	Title	Reference
B-01.1	Base Period - Cost/Price By Contract Line Number	B.4.1
B-01.2	Option Period 1) - Cost/Price By Contract Line Number	B.4.2
B-01.3	Total Proposal Cost/Price By Period of Performance	B.4.3
C-01	General Deliverables	C.3.2
C-01.1	Task 1 Deliverables	C.3.2.1
C-01.2	Task 2 Deliverables	C.3.2.2
C-01.3	Task 3 Deliverables	C.3.2.3
C-01.4	Task 4 Deliverables	C.3.2.4
F-01	List of Deliverables	F.3
G-01	List of Legal Holidays	G.3.2
H-01	List of Abbreviations and Acronyms	H.9.1
H-02	List of Definitions	H.9.2
I-01	Clauses Incorporated By Reference	I.3
J-01	List of Tables	J.1
J-02	List of Attachments	J.2
L-01	Proposal Volumes	L.3.1
L-02	Required Minimum Experience for Benchmarking Services	L.4.1.2.3
M-01	Factor 2 - Adjectival Rating Criteria	M.4.2.1
M-02	Factor 3 - Adjectival Rating	M.4.3
AT-01	FRTIB Organization	Attachment 02
AT-02	Minimum Required Key Operational Processes	Attachment 02
AT-03	Primary External Relationships	Attachment 02

J.2 List of Attachments

Table J-02	List of Attachments	
Attachment	Title	Reference
Attachment 01	Cost/Price Schedules	B.4
Attachment 02	Agency and TSP Synopsis	C.2
Attachment 03	Non-Disclosure Statement	H.2.4
Attachment 04	Past Performance Package	L.4.3.2
Attachment 05	Partnering Consent Letter	L.4.3.4

(End of Section J)

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS OR RESPONDENTS

52.204-8 Annual Representations and Certifications.

As prescribed in [4.1202](#), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.212-3 Offeror Representations and Certifications—Commercial Items (Apr 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations

and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ___ is ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier

subcontractors) amount to more than 50 percent of the contract price:_____

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ___ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is

accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions

(31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic

end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.
(Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this

solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”
The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer

determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In

the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does or ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Notice to Offerors

L.1.1 General

To assure timely and equitable evaluation of proposals, Offerors shall follow the instructions contained herein. Proposals must be complete, self-sufficient, and respond directly to the tasks and requirements of this solicitation. Offerors shall assume that the Agency has no prior knowledge of their experience and will base its evaluation on the information presented in the Offeror's proposal. A proposal that is orderly and sufficiently documented will enable the Agency to easily understand and perform a thorough and fair evaluation. The Agency may incorporate into this contract, by reference or full text, portions of the successful Offeror's proposal submitted in response to this solicitation, as revised and supplemented through the final proposal revision.

L.1.2 All or None

Offers in response to this solicitation must address all the tasks and requirements identified in the solicitation. Any offer submitted for less than all the tasks and requirements called for by this solicitation may be rejected.

L.2 Formal Communications and Comments Concerning This Solicitation

L.2.1 Formal Communications

Any formal communication such as requests for clarification, discussions, and information concerning this solicitation shall be submitted by means of e-mail to Benchmarking-CO@tsp.gov.

L.2.2 Comment Cut-Off

Requests for clarification and other questions or comments regarding this solicitation are due no later than August 28, 2013. After that time no further response will be made to additional request, questions or comments. All responses to questions will be posted on www.frtib.gov. Prospective Offerors' names will not be posted with the questions and answers.

L.2.3 Proposal Due Date

Proposals shall be received no later than *September 11, 2013*, in accordance with the instructions in Section L.4.5.1.

L.3 Organization, Pages and Formats

L.3.1 Organization

A complete proposal consists of four (4) separate volumes, as presented in Table L-01

Table L-01		Proposal Volumes			
Volume Number	Title	Page Limits	Hard Copies	Electronic Copies	Electronic Format
I	Experience Synopsis	NTE 5 pages	Original + 3 copies	2 CD-ROMs	MS Word - Adobe PDF
II	Overall Technical, Management, and Operational Approach	NTE 25 pages	Original + 3 copies	2 CD - ROMs	MS Word - Adobe PDF
	Key Personnel Resumes	NTE 2 pages per individual	Original + 3 copies	2 CD - ROMs	MS Word - Adobe PDF
III	Past Performance Volume	Past Performance Package <hr/> 3 – 5 Evaluations for Prime and each Subcontractor/Partner <hr/> Section 1: Cover Letter, <i>not page limited</i> Section 2: Past Performance Information Sheet, <i>page limited</i> - NTE 2 pages per past performance contract Section 3: Past Performance Evaluation Form, <i>not page limited</i>	Original + 3 copies	2 CD - ROMs	MS Word - Adobe PDF
IV	Cost/Price Proposal	Not page limited	Original + 3 copies	2 CD – ROMs	MS Excel

L.3.2 Pages

The following information defines a page and describes what will be included and what will be excluded from the page limits shown in Table L-01. *NOTE: If final proposal revisions are requested, separate page limitations will be specified in the Agency's request for that submission.*

- L.3.2.1 Page Count. A page shall be an 8 ½" x 11" sheet of at least 20lb paper with at least 1-inch margins on all sides, using not smaller than 12 point (non-compressed) Arial type. Smaller font sizes (no less than 10 point Arial – non-compressed) are acceptable for tables, notional graphics such as computer screen mock-ups or form/report print-outs. Foldouts count as an equivalent number of 8 1/2" x 11" pages (e.g., an 11" x 17" foldout will be counted as two pages). Fold-outs shall be kept to a minimum, and shall be used only where a single 8 ½" x 11" page cannot accommodate a table or other graphic in the required font.
- L.3.2.2 Included. All material shall be contained within the page limits identified for each volume, and all appendices, attachments, charts, graphs, diagrams, tables, photographs, drawings, Past Performance Information Sheets and similar information are included in the page count.
- L.3.2.3 Excluded. Pages not included in the counts are:
 - L.3.2.3.1 Covers for volumes, tables of contents, indices, title pages, and section dividers/tables will not be included in the page count if they are inserted solely to provide ease to the reader in locating parts and sections of the proposal. They will be counted if they contain any other information (e.g., diagrams or extraneous information).
 - L.3.2.3.2 Pages marked "This page intentionally left blank" will not be counted.
 - L.3.2.3.3 Past Performance Forms submitted by the Offeror's references will not be counted.
 - L.3.2.3.4 Subcontractor/Teaming Partner Consent Letter(s) will not be counted
 - L.3.2.3.5 Cost and pricing information have no page limits; however, this Volume shall be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

L.3.3 Formats

Each Offeror shall submit their synopsis and proposal in two formats, one conventional hard copy binder format in the quantities specified above,

and one in an electronic format in the quantities specified above. To the extent of any inconsistency between proposal information data provided electronically and as hard copy, the hard copy data will be considered to be the intended version.

- L.3.3.1 Hard Copy Format. Each Offeror shall provide hard copies in the numbers set forth in Table L-01 above. Each page shall be labeled with the volume number, title, solicitation identification, the Prime Offeror's company name, and page number.
- L.3.3.2 Electronic Copy Format. Each Offeror shall provide electronic copies in the numbers set forth in Table L-01 above. The electronic copies of the proposal shall be compatible with Microsoft Office® 2007. Microsoft Excel spreadsheets shall be submitted in Microsoft Excel format, and not in a scanned Microsoft Word or Adobe PDF file. The Offeror shall perform an anti-virus/anti-malware scan prior to proposal submission. The Offeror shall not embed sound or video files into the proposal files; shall minimize the use of scanned images and keep embedded graphics as simple as possible; and shall label each page with the volume number, title, solicitation identification, the Prime Offeror's company name, and page number.
- L.3.3.2.1 Electronic Copy File Names. Offeror shall name files in an unambiguous manner, using plain language text, which facilitates the evaluator's ease of accessing the files for evaluation, using standard naming conventions (e.g., Offeror name-volume name). Each Volume shall be in a single searchable file, with copy/paste capability, and stored in a folder that corresponds to the proposal volume it represents. Offerors shall insert the file name in the header of each document. All disks shall be virus checked prior to submission.

L.4 Proposal Preparation Instructions

Proposals shall be complete and contain the following information in order to be acceptable for evaluation in accordance with the Evaluation Criteria addressed in Section M.4

L.4.1 Volume 1. Required Minimum Experience

- L.4.1.1 The intent of specifying required minimum experience is to ensure that the Agency acquires benchmarking services from an entity that will bring extensive experience in conducting comprehensive benchmarking of defined contribution plans or other financial institutions, as specified. The Agency has deemed this minimum experience essential for understanding, mapping and normalizing our similarities and differences to other defined contribution plans and administrators and to effectively take into account the complexities

inherent in being the world's largest single defined contribution plan administrator. Section L.4.1.2 contains the minimum acceptable experience criteria. The Agency intends to use these minimum qualifications as a critical evaluation factor and Offerors who do not meet the minimum qualifications will be eliminated from the competition.

- L.4.1.1.1 Offerors shall submit a synopsis describing how they meet or exceed the required minimum experience criteria in Section L.4.1.2. Only proposals received in response to the TSP Benchmarking Services RFP from Offerors who meet or exceed the minimum experience criteria will be evaluated for potential contract award.
- L.4.1.1.2 Offerors shall provide information related to their assumptions and related rationale and justification as to why they believe the proffered experience meets or exceeds the required minimum experience criteria.
- L.4.1.1.3 Offerors shall not provide information in this Section intended for evaluation under Factor 3, Past Performance. Such information shall be provided for Factor 3 to be evaluated.

L.4.1.2 Required Minimum Experience Requirements and Definitions

An Offeror shall be able to demonstrate that its organization has extensive experience in assessing and benchmarking key operational processes, costs, benefits and services of mega defined contribution plans and administrators. An Offeror also shall be able to demonstrate that it can assemble a team of experts who are able to evaluate the complexities of operational processes of such plans and administrators in order to provide a comprehensive performance review and benchmarking effort.

The required 15 consecutive years of experience in financial services addressed below covers a period of substantial changes of highs and lows in the economy, which impacted employment opportunities and savings levels. These types of changes and the measures taken to support or mitigate them are critical to understanding past experiences and predicting future actions in varying market conditions.

The 10 consecutive years of defined contribution plan-specific experience addresses similar issues in the defined contribution arena, as the marketplace has faced meaningful growth, yet change within the plans, providers and administrators within this sector. It also covers a period of significant change in the growth, management, and design of the TSP. As part of its benchmarking program, the Agency wishes to capture, document, explain and benchmark past performance as a basis for predicting the need for and impact of future changes; and, believes that a deep historical perspective based on directly applicable experience best demonstrates the organization's abilities to help the

Agency achieve this desired outcome. Additionally, the Agency believes that the performance measurement and benchmarking experience must be with mega entities in order to compare and comprehend the complexity and economies of scale of a plan with the operations, size and assets of the TSP.

The experience spans may have been gained through the organization's mergers, acquisitions, and similar organizational changes at any time during the designated periods. The experience may have been gained by either the prime or a subcontractor/partner, as long as it is consecutive-year experience by that organization.

As such, the Agency has established the follow criteria that must be met in order to be evaluated for contract award.

L.4.1.2.1 Organization

L.4.1.2.1.1 An Offeror must possess at least **15 years** of experience in financial services, at a minimum, the **most recent 10 years** of which:

L4.1..2.1.1 Include comprehensive benchmarking of key operational processes, costs, benefits and services of mega defined contribution plans and third party administrators or other organizations, defined as:

- Mega defined contribution plans are those with 120,000 or more participants and assets of \$10 billion or more.
- A large defined contribution Third Party Administrator (TPA) is one with 1.5 million or more participant accounts and total assets of \$200 billion or more
- A large financial institution is a nationally recognized bank, insurance company or similar entity with assets of \$350 billion or more, 1 million or more retail or participant accounts and with comparable processes as those shown in Table L-02.

L.4.1.1.2.1.2 Are comparable services to those shown in Table L-02, Required Minimum Experience Checklist, which include identifying key processes, recommending appropriate service level intervention points, and recommending process improvements or re-engineering needs.

L.4.1.1.2.1.3 May include a list and brief description of its companies relevant differentiators from other benchmarking companies (do not reference the other companies).

L.4.1.2.2 Team

An Offeror must be able to assemble a team that has recent and directly related, applicable, and comprehensive experience in the services and processes listed in Table L-02 and for large organizations as defined above. An Offeror shall describe its team composition in Volume 1, but do not submit names of key personnel or cost information in Volume 1.

L.4.1.2.3 Required Minimum Experience Checklist for Benchmarking Services

For each item listed in Table L-02 below, provide a Checklist with the following information: (a) prime and subcontractor's names, (b) client's company name, (c) type of business, (d) number of accounts and assets during contract, e) team composition by labor category and individual years of experience, (f) scope of work performed, and (g) deliverables. Offerors may use any contracts it entered into in order to cover as many of the items as possible, provided the work was done within time spans specified in Section L.4.1.2.1.1.

Table L-02	Required Minimum Experience for Benchmarking Services
Experience Factors	
Assess Plan Design (Features and Benefits)	
Identify Key Operational Processes and Current Service Levels	
Assess Service Level Metrics, Standards and Key Performance Indicators	
Identify and Assess Key Cost Drivers Associated with Key Operational Processes	
Establish Performance Baseline and Benchmarks	
Recommend on-going methodologies for performance measurement and benchmarking	
Conduct comparative statistical analyses of historical and current data	

L.4.2 Volume II – Technical and Management Approach

- L.4.2.1 Offerors shall provide their approach in clear, defined and concise terms in sufficient detail for effective evaluation and substantiation of all information. The proposal should not simply rephrase or restate the Agency's tasks but rather shall provide convincing rationale to address how the Offeror intends to achieve the tasks' objectives. Offerors shall avoid brochures or non-relevant documentation, detailed artwork, or other superfluous embellishments. Such documents will not be evaluated.

L.4.2.2 Technical Management

- L.4.2.2.1 Offerors shall submit a response that fully demonstrates they understand the services and work to be performed. Offerors shall describe the work they see as essential in achieving the four primary tasks. Offerors shall address their approach for collecting data and turning it into useful and reliable information; using best practices applicable to establishing a strategic performance management and benchmarking program; applying statistical analysis and cost/benefit analysis techniques, recommending performance metrics, standards, and governance best practices; identifying and recommending areas for improvement; and other information they believe essential to a successful TSP Benchmarking Services contract.

L.4.2.3 Program Management.

- L.4.2.3.1 Offerors shall provide a detailed description of the contractor's responsibility in ensuring contract success, including such elements as project planning and reporting in coordination with the Agency's Project Management Organization, resolving conflicts or contract performance issues, establishing effective data collection techniques and effective communication channels and events (e.g., kick-off session), assisting the Agency in transitioning to a performance measurement and benchmarking environment, and shall address other elements they deem critical to project success.

L.4.2.3.2 Team Structure

- L.4.2.3.2.1 Offerors shall include their team structure and shall ensure that the team members meet the minimum required experience criteria in Section L. 4.1.2.2, Team.
- L.4.2.3.2.2 Offerors shall provide resumes for key personnel. Key personnel shall include any team member whose experience is critical to the success of the project. Resumes shall include the following information: name; education; proposed project role; professional achievements, and description of their experience since January 1, 2003.
- L.4.2.3.3 Offerors shall define in detail their approach to meeting the four benchmarking tasks defined in Section C. For example, describe how key operating processes are determined, how defined contributions plans are identified for benchmarking, and the framework for an on-going strategic performance management and benchmarking program. By the end of the contract period of performance, the Contractor shall have delivered complete documentation associated with the procedures, techniques and outcomes of the work performed.

L.4.3 Instructions for Volume III, Past Performance

L.4.3.1 Demonstrated Past Performance

Offerors shall submit information for recent and relevant contracts as defined below, in order to validate their ability to perform. Offerors shall submit no fewer than three (3) and no more than five (5) contract references for the Prime and each subcontractor/partner. (Offerors may use some of the previous contracts provided in Volume I, provided those contracts meet all of the requirements for Volume III).

L.4.3.1.1 *Recency Determination.* Each relevant contract shall have active work that was completed or started and still in progress during the last three (3) years (measured from release of the solicitation.).

L.4.3.1.2 *Relevancy Determination.* Offerors shall submit information on contracts deemed relevant in demonstrating their comparable and comprehensive experience with benchmarking of defined contribution plans as defined and their in-depth knowledge of industry standards and plan designs. Indicate if any of the entities have multiple support services contractual arrangements in carrying out their key operational processes.

L.4.3.2 Past Performance Package

L.4.3.2.1 The Offerors shall arrange for 3 – 5 Past Performance Evaluation Forms to be completed and submitted for the Prime and 3 – 5 Past Performance Evaluation Forms for each subcontractor or partner, attesting to recent and relevant work, as defined above. Evaluations may be submitted for clients used for the Required Minimum Experience Criteria synopsis in Volume I, provided those clients meet the recency and relevancy requirements above. Offerors shall not cross-reference Volume 1; rather, they shall submit complete information for Volume III. Conflicting information between the two volumes shall be explained and will be taken into consideration when evaluating Volume III.

L.4.3.2.2 Offerors shall submit with their proposal, copies of Section 2, Past Performance Information Sheet that were forwarded to evaluators.

L.4.3.2.3 *The Past Performance Package and submission instructions are provided in Attachment 04.* Offerors shall note that it is not the Agency's responsibility to ensure that past performance evaluations are sent to the Contracting Officer by the proposal due date and time. The Agency is not required to notify the Offeror of receipt or lack of receipt.

L.4.3.3 Other Sources. The Agency may utilize references other than those identified by Offerors for evaluation of Offerors' Past Performance. While the Agency may elect to consider data obtained from other sources, the burden of providing accurate, complete, recent and relevant Past Performance Evaluation Forms that demonstrate their ability to perform as required for this contract rests with each Offeror.

L.4.3.4 Subcontractor/Teaming Partner Consent Letter. Completed consent forms shall be submitted by all subcontractors as part of Past Performance. Past performance information concerning subcontractor and teaming partners cannot be disclosed to a private party without the subcontractor's or teaming partner's consent. Because a Prime Contractor is a private party, the Agency will need consent before disclosing subcontractor or teaming partner past performance information to the Prime during exchanges. It is not the Agency's responsibility to ensure that subcontractor's or teaming partner's past performance evaluations are sent to the Contracting Officer by the proposal due date and time. The Agency is not required to notify the Offeror of receipt or lack of receipt. *The Consent Letter may be found at Attachment 05.*

L.4.4 Instructions for Volume IV, Cost/Price

Offerors shall provide cost information using the labor categories and hours provided in CLINS 0001 and 1001 in Section B. In addition, the Offeror must provide a Basis of Estimate for each labor category rate proposed describing how the rate was derived, e.g., existing catalog rate, labor category composite, calculated solely for this offer, etc.

Proposed costs must be entirely compatible with the technical proposal.

L.5 **External Proposal Packaging, Marking and Delivery Instructions**

L.5.1 General. Offerors shall comply with all instructions for this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal may result in an unacceptable proposal that is eliminated from award consideration. The Agency will not accept any changes to Offerors' proposals after the closing date and time for this solicitation.

L.5.2 Packaging and Marking

L.5.2.1 Volume I hard copies and CD-ROM shall be packaged flat, in a sealed envelope.

L.5.2.2 Volumes II and III hard copies shall be bound together in a 3-ring binder, no larger than 2", with each volume tabbed and labeled. CD-ROM's shall be packaged in individual envelopes.

- L.5.2.3 Volume IV hard copy and CD-ROM shall be packaged flat, in a sealed envelope.
- L.5.2.4 Label each binder and envelope with the prime Offeror's company, Proposal TIB-2013-RFP-0014 and applicable Volume number.

L.5.4 Delivery

- L.5.4.1 Proposals shall be delivered in a manner so that they are received in accordance with Section L.2.3, Proposal Due Date.
- L.5.4.2 The original and copies shall be mailed or hand-delivered to the CO so they are received by the required submission due date and time as follows:

Ms. Marisol Vargas-Busch, Contracting Officer
Federal Retirement Thrift Investment Board
77 K Street, NE, Suite 1000
Washington, DC 20002

- L.5.4.3 If proposals are hand-delivered, Offerors shall contact the Agency at Benchmarking-CO@tsp.gov to schedule delivery.

L.6 Proposal Evaluation Process

L.6.1 General

- L.6.1.1 The exclusive responsibility for Source Selection will reside with the Agency.
- L.6.1.2 Proprietary information submitted in response to this solicitation shall be clearly marked as such and will be protected by the Agency from unauthorized access. Any unmarked proprietary information will be considered releasable under the restrictions of the Freedom of Information Act.
- L.6.1.3 Information previously submitted, if any, will not be considered unless it is resubmitted as part of the Offeror's proposal; it must not be incorporated by reference. An Offeror shall not assume that the Source Evaluation Panel is aware of its Company's abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work.

L.6.2 Order of Review

The synopsis in Volume 1 will be opened first. Prior to evaluation, a page inventory of the synopsis will be accomplished and excess pages will be removed in accordance with Table L-01. Volumes II, III, and IV will remain unopened pending determination of acceptable experience.

L.6.2.1 Volume I

- L.6.2.1.1 Volume I will be evaluated in accordance with the criteria at Section M.4.1. Proposals that meet the Required Minimum Experience Criteria (i.e. “pass”) for Volume 1 will be evaluated further.
- L.6.2.1.2 Proposals that do not meet the Required Minimum Experience Criteria (i.e. “fail”) for Volume 1 will not be evaluated further; the Offeror’s remaining proposal volumes will remain unopened. The Agency will retain one copy of all unsuccessful proposals; all other copies will be destroyed and no destruction certificate will be provided.
- L.6.2.1.3 Offeror(s) will be notified upon approval of the Competitive Range Determination or at contract award of their “pass/fail” determination.

L.6.2.2 Volumes II – IV.

Volumes II – IV of proposals that “Pass” the Volume I criteria will be opened simultaneously. Page inventories of each Volume will be conducted in accordance with Table L-01 and excess pages will be removed. Volumes II, III, and IV will be evaluated in accordance with M.4.2, M.4.3, and M.4.4, respectively.

L.7 Notification to Unsuccessful Offerors

After contract award, unsuccessful Offerors will be notified in a timely manner.

L.8 Exceptions

- L.8.1 Right to Award. The Agency reserves the right to award without discussions; therefore, Offerors are advised that taking exception to any requirements specified in this solicitation may result in the Agency finding the proposal unacceptable.
- L.8.2. Clarification. Clarification of Agency requirements shall be handled by submitting questions or recommendations to the CO by the date and time specified in L.2.3. If Offerors still find it necessary to take exception to any of the requirements specified in this solicitation (Sections A through M, and attachments), clearly identify each exception at the front of the appropriate volume and provide an explanation of why the exception was taken and its resulting benefit to the Agency.
- L.8.3 Exceptions. Exceptions to solicitation requirements may require the Agency to amend the solicitation to reflect a changed requirement. The Agency will consider the absence of a stated exception to mean the Offeror takes no exception to the applicable volume and the proposal will be evaluated as submitted. Exceptions

will not necessarily cause a proposal to be rated unacceptable unless the proposal fails to address the benefits to the Agency in sufficient detail, or the exception would result in a material deviation from the contract requirements.

L.9 Post-Award Information and Data Sources

L.9.1 Operational Process Information and Data. The Agency will provide access to existing process and procedural documentation (e.g., user manuals, procedures, and work flows) and similar existing documentation identified as applicable to the TSP Benchmarking Services effort.

L.9.2 Subject Matter Experts (SME). A cross-functional Agency team will be available to provide detailed information about business and operational processes. Other Agency and Contractor staff members will be available as needed. Offerors shall provide a draft set of typical information collected from SME's and provide a draft set of interview questions.

L.9.3 Orientation Session. A half-day session about the TSP and its processes.

L.10 Use of Contractors

L.10.1 The following Contractors may assist the Agency during evaluation of proposals received in response to this solicitation. Appropriate signed non-disclosure forms are on file with the Contracting Officer.

CEEXEC, Inc.
1900 Campus Commons Drive, Suite 400
Reston VA, 20191

Best Value Technology Information, Inc.
11350 Random Hills Road
Fairfax, VA 22030

L.11 Debriefing of Offerors

Successful or unsuccessful Offerors may request debriefings by providing a written request to the CO. Debriefings shall be conducted in accordance with FAR 15.505 for pre-award debriefings and FAR 15.506 for post-award debriefings.

L.12 Service of Protest

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an Agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be provided to: Marisol Vargas-Busch, Contracting Officer, 77K St NE, Suite 1000, Washington, DC 20002. The copy of any protest filed with the GAO shall be received in the office designated above within one day of Filing the protest. A signed receipt shall be obtained from the Contracting Officer at the time of delivery.

(End of Section L)

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 Proposal Evaluation:

M.1.1 General. All offers received will be evaluated by a Technical Evaluation Panel (TEP) in accordance with the stated evaluation criteria. The Agency intends to make an award on the initial offers without discussion. Therefore, Offerors should provide their best, most complete proposal upon initial submission. The Agency may reject any proposal which reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to provide and perform the RFP requirements due to submission of a proposal which is unrealistically high or low in cost, price, and/or unrealistic in terms of technical or schedule commitments.

M.1.2 Right to Award. The Agency reserves the right to award without discussions, but may conduct discussions if it determines discussions are necessary. If award will be made without conducting discussions, Offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.

M.2 Basis for Contract Award

M.2.1. Evaluation Methodology. The FRTIB will conduct a full and open competition utilizing a “trade-off” (TO) source selection procedure as addressed in Federal Acquisition Regulation 15.101-1, Tradeoff Process. Award may be made to the responsible Offeror whose proposal conforms to the solicitation's requirements and whose qualifications give the FRTIB the greatest confidence that it will best meet or exceed those requirements. This may result in an award to a higher rated, higher priced Offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach and/or superior past performance of the higher price Offeror outweighs the cost difference. The SSA will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation. While the Agency source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process.

M.2.2 Evaluation Factors.

M.2.2.1 Proposals will be evaluated using four (4) Evaluation Factors: (1) Required Minimum Experience Criteria, (2) Technical and Management Approach, (3) Past Performance, and (4) Cost/Price. Proposals that are judged as passing the Required Minimum Experience addressed in Section L.4.1, will advance to review of Evaluation Factors 2, 3, and 4.

M.2.2.2 Relative Importance of the 4 Factors: Evaluation Factor 1 will be evaluated independently on a Pass/Fail basis. Evaluation Factors 2 and 3 are substantially equal in importance and when combined are higher than Evaluation Factor 4 in importance.

M.2.2.3 Importance of Cost/Price. The closer the Offerors are judged for Evaluation Factors 2 and 3, the more important cost/price may become in the decision. Notwithstanding the relative order of importance of the Evaluation Factors stated herein, cost/price may be controlling when:

- proposal from multiple Offerors are considered approximately equal for Evaluation Factors 2 and 3; or
- an otherwise superior proposal is unaffordable; or
- the advantages of a higher rated, higher cost/price proposal are not considered to be worth the cost or price premium.

M.3. Rejection of Offers

M.3.1 The Agency may reject any proposal which:

1. Fails to meet the Required Minimum Experience Criteria; or,
2. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to provide and perform the RFP requirements due to submission of a proposal which is unrealistically high or low in cost/price and/or unrealistic in terms of technical or schedule commitments; or
3. Contains any unexplained significant inconsistency between the proposed effort and cost/price, which implies that the Offeror has (a) an inherent misunderstanding of the services to be supplied or the scope of work, or (b) an inability to perform the services under the resultant contract; or
4. Offers services that do not meet all stated material requirements of the solicitation.

M.4 Evaluation of Offers

M.4.1 Evaluation Factor 1 (Volume I), Required Minimum Experience Criteria, will be scored “pass” or “fail”. Offerors attention is directed to the evaluation process set forth in Section L.4.1. The Agency will evaluate the information provided by an Offeror in support of their required minimum experience to determine that the Offeror has the critical experience necessary to achieve the TSP Benchmarking Services tasks. Proposals of Offerors who meet (i.e. “pass”) the required minimum experience criteria presented will be further evaluated. Proposals of

Offerors who do not meet (i.e. “fail”) the required minimum experience criteria will not be further evaluated.

M.4.2 Evaluation Factor 2 (Volume II), Technical and Management Approach

M.4.2.1 Evaluation findings will combine to result in the following adjectival ratings and percentile range. Offeror’s attention is directed to the evaluation process set forth in Section L.4.2.

Table M-01	Factor 2 – Adjectival Rating Criteria
Adjectival Rating	Criteria
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses that are not off-set by strengths do not significantly detract from the Offeror’s response.
Fair	A proposal having no deficiency but which has one or more weaknesses. Weaknesses outbalance any strength.
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.

M.4.2.2 Technical Management

The Agency will evaluate the Offeror’s overall technical approach defined in their proposal to determine:

- the Offeror’s understanding of defined contribution plans, performance measurement, and benchmarking and their ability to translate that

understanding into a sound and disciplined solution for the TSP Benchmarking Services effort; and

- the Offeror's use of best practices, innovation, and adaptations in developing their solution for accuracy, effectiveness, efficiency, reasonableness, realism, relevancy, and comprehensiveness

M.4.2.3 Program Management

M.4.2.3.1 The Agency will evaluate the Offeror's proposed program management approach for adequacy, effectiveness, efficiency, and timeliness in administering the terms and conditions of the contract to ensure that the TSP Benchmarking Services goals are met; and, for establishing project success measures and obtaining Agency feedback on reaching those success measures. Additionally, the Agency will evaluate the rationale and comprehensiveness of the Offeror's subcontracting or other /partnering arrangement(s), if any, and the effectiveness and efficiency of proposed procedures to obtain the best mix of qualifications and experience. The Agency will evaluate for effectiveness and efficiency the proposed management of such arrangements.

M.4.2.3.2 Team Structure

M.4.2.3.2.1 The Agency will evaluate the Offeror's proposed team structure to ensure that they are able to assemble a team of highly qualified and experience members, as described in L.4.2.1, General (Technical and Management Approach).

M.4.2.3.2.2 The Agency will evaluate the Offeror's proposed key personnel approach and rationale for overall demonstrated understanding, effectiveness, and consistency with the goals of the TSP Benchmarking Services. The Agency will assess the Offeror's ability to acquire and retain qualified and experienced personnel for each task..

M.4.2.3.2.3 The Agency will evaluate for reasonableness, consistency, effectiveness, and efficiency the Offerors proposed approach for meeting the four goals of the Contract and meeting the requirements for deliverables.

M.4.3 Evaluation Factor 3 (Volume III), Past Performance

Using Table M-02, the Agency will adjectively rate an Offeror's past performance to determine its level of confidence in the Offeror ability to identify, describe, and carry out the specific requirements to achieve the goals of the TSP Benchmarking Services. Offeror's attention is directed to the evaluation process set forth in Section L.4.3.

Table M-02	Factor 3 Adjectival Findings
Adjective	Description
Very High Level of Confidence	The Offeror's recent and relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.
High Level of Confidence	The Offeror's recent and relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.
Moderate Level of Confidence	The Offeror's recent and relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.
Low Level of Confidence	The Offeror's recent and relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.
Very Low Level of Confidence	The Offeror's recent and relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.
Neutral	In the case of an Offeror without a record of recent and relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

- M.4.3.1 The Agency will evaluate past performance information for recency and relevancy, and for how well it demonstrates the Offeror's ability to effectively and efficiently meet the technical and management aspects of the TSP Benchmarking Services solicitation.
- M.4.3.2 Offerors shall use the Past Performance Package in *Attachment 04* to provide past performance information. The Agency will evaluate all information for this Factor on the basis of consistency, relevance, comparability, and comprehensiveness of the work completed for past performance (completed or on-going) during the 3 years prior to the date of this RFP issuance, for both prime contractors and any partnering arrangement(s). The Agency also will evaluate the consistency of the past performance evaluation with information submitted for Volume 1, along with any explanation of inconsistency.
- M.4.3.3 Should the Agency choose to gather additional information from any other available sources (e.g., Government-controlled Contractor performance databases), that information will be subject to the same evaluation criteria described in M.4.3.1.
- M.4.3.4 The Agency will evaluate past performance provided for subcontractors/teaming partners using the same criteria for prime contractors described in M.4.3.1 – M.4.3.2.

M.4.4 Factor 4 (Volume IV), Cost/Price

This Factor will be evaluated as described below. Offeror's attention is directed to the evaluation process set forth in Section L.4.4.

- M.4.4.1 A cost/price analysis will be conducted to determine realism and reasonableness. Price reasonableness will be determined based on the Offerors' total overall evaluated labor costs. The Agency will evaluate proposed costs for realism to determine whether prices reflect a clear understanding of the requirements and are consistent with the Offerors' technical proposal. The total overall evaluated price consists of the Offeror's proposed amounts submitted in accordance with Section B. Evaluation of Cost/Price proposals will be based on the best aggregate value as determined by the Agency.
- M.4.4.2 Unrealistically low proposed cost/pricing as determined by the Agency, initially or subsequently, can raise the performance risk to an unacceptable level and may be grounds for eliminating a proposal from competition.
- M.4.4.3 Offerors are cautioned against submitting an unbalanced offer. The Agency will analyze offers to determine whether they are unbalanced with respect to cost/price as applicable, for the CLINs. Offers that are determined to be unbalanced may be rejected.

M.5 Final Proposal Revision

- M.5.1 Need to Request. The Agency reserves the right to award without discussions and make an award based on initial proposals; however, discussions or negotiations may be held and result in a Final Proposal Revision (FPR). If it is determined to be in the best interest of the Agency to hold discussions, the Agency will make a Competitive Range determination, evaluation notices may be issued to Offerors in the competitive range, responses will be requested from applicable Offerors, and discussions will be opened. Formal responses to evaluation notices (if applicable), discussion items, and final proposal revisions will be considered in making the award decision. Offerors should be aware that a complete understanding as to price, technical, and all terms and conditions of the proposed contract must exist between the Offeror and the Agency at the conclusion of discussions, if they are held.
- M.5.2 Responses. Any revision or non-concurrence to contract terms and conditions submitted in the FPR may not be subject to further discussion or negotiation, and may render the offer unacceptable to the Agency. This provision is not intended to restrict the Offeror's opportunity to revise figures (e.g., prices, discounts, percentages, rates, etc.); rather, it is intended to preclude any misunderstandings by the Agency, which could result if new or revised terms and conditions are submitted in the FPR that have not been fully disclosed, discussed and understood during discussions or negotiations. Hence, such new or revised terms and conditions are not solicited and, if submitted in the FPR, may render the offer unacceptable to the Agency.
- M.5.3 Changes to Initial Proposal. If, upon submission of the FPR, an Offeror materially changes its proposal such that the cost/price is no longer fair and reasonable (as determined by the Agency) or sufficient to keep them among the most highly rated Offerors or other factor inputs change their ranking among other Offerors, the Offeror may be removed from consideration for award.

(End of Section M)